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9 Attorneys for Objector Nicole Hughes

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 JANE ROES 1-2, on behalf of  
13 themselves and all others similarly  
situated,

14 Plaintiffs,

15 v.

16 SFBSC MANAGEMENT, LLC; and  
DOES 1-200,

17 Defendants  
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Case No.: 14-cv-03616-LB

**DECLARATION OF NICOLE HUGHES IN  
SUPPORT OF OBJECTION TO PROPOSED  
CLASS ACTION SETTLEMENT**

1 I, Nicole Hughes, declare as follows:

2 1. I am a named plaintiff and proposed class representative in the Hughes, et al. v.  
3 S.A.W Entertainment, Ltd. d/b/a/ Larry Flynt's Hustler Club, et al., N.D. Cal. No. 16-3371. I have  
4 personal knowledge of all facts stated in this Declaration and, if called to testify as a witness, I  
5 could and would competently testify thereto.

6 2. I worked as an exotic dancer at Larry Flynt's Hustler Club ("Hustler Club") from  
7 January 2015 to October 2015. Prior to working at Hustler Club, from September 2014 to  
8 December 2014, I worked as an exotic dancer at Gold Club San Francisco ("Gold Club").

9 3. I filed a class and collective action lawsuit on behalf of all dancers at Hustler Club  
10 and Gold Club in 2016. This lawsuit was filed directly against the clubs, alleging violations of  
11 various state and federal wage laws. After filing that lawsuit, I learned that there was another  
12 case against a consulting company called SFBSC that was related to Hustler Club, Gold Club, and  
13 many of the other clubs in San Francisco.

14 4. I understand that the attorneys in the case against SFBSC have reached a proposed  
15 class action settlement on behalf of all dancers at eleven clubs in San Francisco, including Hustler  
16 Club and Gold Club, spanning 2011 to the present.

17 5. When I learned that this proposed settlement on behalf of over 4,500 dancers only  
18 provided a maximum cash recovery of \$800 for a dancer who worked two years or more at the  
19 clubs, I felt that this amount was insulting. I know that this is a very small amount compared to  
20 the settlements and judgments on behalf of exotic dancers in similar wage cases.

21 6. Because of the small amount of money available in the SFBSC settlement, I will  
22 continue to pursue my own claims in the pending lawsuit directly against Hustler Club and Gold  
23 Club.

24 7. I believe that my co-workers should also be given the clear option of pursuing  
25 their claims in the Hughes case directly against the clubs, as opposed to accepting the small  
26 amount of money available in the proposed settlement in the case against SFBSC. If this option  
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1 was clearly presented to the dancers, I believe that many of them would choose to join the  
2 Hughes case and decline to accept the small amount of money offered in the SFBSC case.

3 8. If the dancers are not notified that they have the opportunity to participate in the  
4 other cases that have already been filed directly against Gold Club and Hustler Club, I think that  
5 many of them will just ignore the proposed SFBSC settlement because provides such a small  
6 amount of money.

7 9. I also understand that the proposed SFBSC settlement gives dancers the option,  
8 going forward, of becoming an “employee” of the clubs, as opposed to an “independent  
9 contractor.” This is already an option that the clubs provide when they hire new dancers, and it  
10 seems like this is included in the settlement as window dressing to make the settlement look  
11 better than it is.

12 10. The portion of the proposed SFBSC settlement that gives dancers coupons or  
13 credits to use toward future dance fees provides no benefit to the dancers, including myself, who  
14 no longer work at the clubs. For those dancers who currently work at the clubs, this “credit” may  
15 provide a benefit in theory, but in practice I do not think that many women will take it because  
16 they are scared of being terminated or blacklisted from all the clubs, and they would not want to  
17 identify themselves with having participated in the settlement of the lawsuit.

18 11. I understand that one of the central claims in the SFBSC case is that the dancers  
19 seek unpaid minimum wage under federal and state law for all hours they spent performing at the  
20 clubs. At both Hustler Club and Gold Club, dancers usually worked three shifts per week,  
21 approximately seven hours per shift. Tip-outs, House Fees, and other policies were similar at  
22 both clubs, but Gold Club was larger than Hustler Club and had more dancers in an average week.

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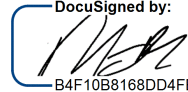
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1 I declare under penalty of perjury and the laws of the State of California and the United  
2 States of America that the foregoing is true and correct and that this declaration was signed at San  
3 Francisco, California, on 3/23/2017 | 12:58 AM EDT.

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NICOLE HUGHES